



CITY OF FOREST PARK MAYOR & COUNCIL

City Council Work Session

Monday, June 07, 2021 at 6:00 PM

Council Chambers, Virtual Meeting Via Zoom and YouTube Livestream

Website: www.forestparkga.gov

YouTube: <https://bit.ly/3c28p0A>

Phone Number: (404) 366.1555

FOREST PARK CITY HALL

745 Forest Parkway

Forest Park, GA 30297

Agenda

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James

The Honorable Dabouze Antoine

The Honorable Hector Gutierrez

The Honorable Latresa Akins-Wells

The Honorable Allan Mears

Dr. Marc-Antonie Cooper, City Manager

S. Diane White, Interim City Clerk

Mike Williams, City Attorney

VIRTUAL MEETING NOTICE

DISCLAIMER: Mayor and Council Meeting is accessible to the public or media through web or teleconference. For in person attendance CDC requirements of Masks and Social Distancing will be adhered.

To join the meeting via Zoom:

<https://us02web.zoom.us/j/83424892769?pwd=Qm5hbS9OWUtOMjR3enBkbUtPMHlqZz09>

Meeting ID: 834 2489 2769

Passcode: 294814

Join Zoom by Phone (One Tap Mobile): Please dial 1 301 715 8592

Meeting ID and Password are above

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The Council Meetings will be livestream and available on the City's YouTube page "City of Forest Park GA".

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CALL TO ORDER/WELCOME:**ROLL CALL - CITY CLERK:****CITY MANAGER'S REPORT:** Dr. Marc-Antonie Cooper, City Manager**COVID-19 UPDATE:** Deputy Fire Chief Clemons**NEW BUSINESS:**

1. **Council Discussion Only on Rental Inspection Program** - James Shelby, Director of Planning, Building & Zoning

Background and Summary:

Discussion Only on Rental Inspection Program

2. **Council Discussion Only on New Public Safety Building at Gillem Logistics** - James Shelby, Director of Planning, Building & Zoning

Background and Summary:

Discussion Only on the site plan and elevation for the new Public Safety building in Gillem Logistics - James Shelby, Director of Planning, Building & Zoning.

3. **Council Discussion on the Results of the Employee Survey** - Councilmember Kimberly James
4. **Council Discussion to Scrap Fire Equipment** - Deputy Fire Chief Clemons

Background and Summary:

The Fire Department is seeking council approval to scrap (1) Fire Scene Investigation Unit, (1) mobile water horse, (1) Squad and (1) Public Safety House. These items have been out of service and are no longer serviceable to the community or the City of Forest Park. These items are deemed non-valued as the repair cost has exceeded the value through the Fire Department's Fleet Replacement Plan. Public Works has approved with the details of these items to be scrapped.

Vehicle/Equipment Year/Make/Model

1. (Squad) S6-1FDXK84A7JVA21938 - YEAR MODEL 1988 FORD, 3399 miles unknown if accurate.
2. (water buffalo) 400 GWB – 07101790
3. (Fire Safety Trailer) FST – 1PY1526
4. (Fire Scene Investigation UNIT) FSIU – 1FDXE45F7YHA20744 - YEAR MODEL 1999 FORD

5. **Council Discussion on Donating Decommission Fire Equipment to Sister Cities** - Deputy Fire Chief Clemons

Background and Summary:

The Fire Department is seeking approval to donate (1) Fire Scene Investigation Unit, and (1) mobile water horse to our sister cities for use. These items have been out of service and are no longer serviceable to the community or the City of Forest Park. The Water Buffalo can be used as an extinguishing agent to any Fire

Incident and the Investigation Unit can be used as a medical transport or equipment storage for any significant incident. These items are deemed non-valued as the repair cost has exceeded the value through the Fire Department's Fleet Replacement Plan. The Water Buffalo was a donated item and has no title or value to the Fire Department. Public Works has approved with the details of these items.

Vehicle/Equipment Year/Make/Model

1. (water buffalo) 400 GWB – 07101790
2. (Fire Scene Investigation UNIT) FSIU – 1FDXE45F7YHA20744 - YEAR MODEL 1999 FORD

6. Council Discussion on 2021 Municipal Elections Provider - City Manager, Dr. Cooper

Background and Summary:

Due to the recent passage of new Georgia Election Laws, the City of Forest Park expressed an interest in outsourcing its local elections. The city has been in contact with Clayton County Board of Elections, who will not be deciding until July 1, 2021, and Intact Consulting Services to engage in the rendering election consultation and program management services for the local elections; as well as contact Dominion Voting for the equipment required to have an election. Due to the complexity in the new law the City of Forest Park is looking to engage with these services sooner than later to ensure proper processes are in place. It is recommended to the council that the City of Forest Park move forward with engaging Intact Consulting Services and Dominion Voting for the November 2, 2021, Municipal General Elections Cycle.

7. Council Discussion on Adopting a Credit Card Use Policy - Darquita Williams, Interim Finance Director

There is no a credit card policy in place to govern the use of the city's credit card, therefore the Interim Finance Director is presenting the attached credit card policy to Council for discussion and possible consideration of approval.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

File Attachments for Item:

1. Council Discussion Only on Rental Inspection Program - James Shelby, Director of Planning,
Building & Zoning

Background and Summary:

Discussion Only on Rental Inspection Program

ORDINANCE NO.

AN ORDINANCE TO PROVIDE FOR A RESIDENTIAL RENTAL PROPERTY INSPECTION PROGRAM; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Forest Park is the Mayor and Council thereof;

WHEREAS, the governing authority of the City of Forest Park, Georgia desires to adopt a residential rental property inspection program; and,

WHEREAS, the health, safety, and welfare of the citizens of Forest Park, Georgia, will be positively impacted by the adoption of this Ordinance.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FOREST PARK HEREBY ORDAINS:

Section 1. That Title 8, Chapter 2 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by creating new Article S attached hereto as Exhibit A.

Section 2. That Section 8-2-5 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section in its entirety and replacing it with the following in lieu thereof:

“Section 8-2-5. – Reserved.”

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable

by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 6. Penalties in effect for violations of the City of Forest Park at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 7. The effective date of this Ordinance shall be the date of its enactment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this _____ day of _____, 2021.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Hector Gutierrez, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

ARTICLE S. RESIDENTIAL RENTAL DWELLING UNIT INSPECTION AND MAINTENANCE PROGRAM

8-2-300	Findings and Purpose.
8-2-301	Definitions.
8-2-302	Residential Rental Dwelling Unit Inspection Program Registration.
8-2-303	Inspections-Single-family Residential Rental Dwelling Unit
8-2-304	Residential Rental Dwelling Unit Inspection Program Fees.
8-2-305	Inspections-Multi-family Rental Units
8-2-306	Certified Building Inspector Requirements
8-2-307	Nuisances
8-2-308	Retaliatory Eviction.
8-2-309	Change of Ownership.
8-2-310	Regulations Nonexclusive.

8-2-300 FINDINGS AND PURPOSE.

The City Council finds and declares that there exist in the city substandard, and/or unsanitary residential rental buildings and dwelling units, the physical conditions, and characteristics of which violate state and local building, housing and sanitation codes and ordinances and render them unfit or unsafe for human occupancy and habitation. These residential rental buildings and units are detrimental to or jeopardize the health, safety, and welfare of their occupants and of the public and serve to seriously compromise the integrity and residential quality of city neighborhoods. It has been observed by city staff performing code enforcement functions that in general the most egregious violations of health and safety codes and negative impacts because of such factors as deferred property maintenance, a proliferation of vehicles attributable to the tenants who rent these properties and the accumulation of excess trash and debris on or about the properties

The City Council further finds and declares that the existence of such substandard residential rental buildings and dwelling units necessitates disproportionate expenditures of public funds for code enforcement and remedial action; impairs the efficient and economical exercise of governmental powers and functions; and disrupts peaceful and quiet enjoyment of residential areas and neighborhoods.

The City Council further finds and declares the desire to maintain and safeguard the stock of decent, safe, and sanitary rental housing units in the city through a partnership of owners, tenants, the city, and the community.

The residential rental inspection program required by this section is intended to address the conditions described in the findings and purpose of this section. The purpose of this section is to proactively identify such substandard and unsafe residential buildings and dwelling units and to ensure the rehabilitation or elimination of those buildings and dwelling units that do not meet minimum building code and housing code standards or are not safe to occupy or do not comply

with zoning codes. It is intended that structures will be required to be maintained in a safe and sanitary condition at the level consistent with the codes of the period in which they were constructed. However, unpermitted additions and alterations must comply with current codes adopted by the City of Forest Park.

It is not the city's intent to intrude upon the fair and accepted contractual relationship between tenant and landlord. The city does not intend to intervene as an advocate of either party, or to be receptive to the complaints of a tenant or landlord not specifically and clearly relevant to the provisions of this division. In the absence of such relevancy regarding tenant disputes, it is intended that the contracting parties exercise such legal rights as are available to them without the intervention of the city.

The provisions of this Article S are in addition to, not in lieu of, other applicable standard codes, but not limited to, International Property Maintenance Code, International Building Code, and International Fire Code, as adopted by the city.

8-2-301 DEFINITIONS.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Certified building inspector means a person inspecting for compliance with the various adopted codes who is a licensed design professional (architect or engineer) or holds one of the following certifications from the International Code Council (ICC): property maintenance and housing inspector, housing rehabilitation inspector, building inspector, building plan examiner or commercial combination inspector.

Code compliance certificate means a certificate, substantially similar to the inspection report provided by the city, executed by a certified building inspector and stating compliance with those minimum standards described in the inspection report.

Excessive littering means the discarding any rubbish, trash, garbage, debris abandoned personal items, etc., in the common areas of the Multi-family Rental Property that so degrades the appearance of the property that, in view of a reasonable person, detracts from the natural cleanliness or safety and /or exhibits a foul or noxious odor.

Inspection report means the report attached to the code compliance certificate describing minimum requirements for inspection of each unit.

Lease means any written or oral agreement which sets forth all conditions concerning the use and occupancy of single-family rental dwellings or multi-family rental units.

Occupancy means all tenants, lessees and persons residing within a residential rental dwelling unit.

Owner means any person, agent, firm, or corporation having a legal or equitable interest in a premise.

Owner-occupied means any part of a structure used as living quarters by the owner of said structure where other parts of the structure are used as rental units. Example: Two-family dwelling, owner occupies one flat; rooming house, owner occupies one unit. This ordinance exempts buildings with four (4) or fewer units if the owner occupies one of the units.

Premises means any lot or piece of land inclusive of the single-family rental dwelling or multi-family rental unit.

Residential rental dwelling unit” shall mean a building or portion of a building that is rented or leased to tenants for residential purposes on a non-transient basis (when one or more tenants reside on the property or rent or lease the property for thirty consecutive days or longer) and which is owned in whole or in part by a landlord. This shall include but not be limited to single-family residences, duplexes, triplexes, apartment houses, townhouse dwellings, condominiums, boarding houses, lodging houses, group homes, rooming houses, single room occupancy units, small ownership units, hotel, and motel units in the city of Forest Park.

“*Tenant*” means a legal occupant of any rental unit except for an owner -occupied unit.

8-2-302 RESIDENTIAL RENTAL DWELLING UNIT INSPECTION PROGRAM REGISTRATION.

- a. Each owner or operator, on behalf of the owner, shall initially register for the residential rental dwelling unit inspection program on a form provided by the City’s Planning, Building and Zoning Department.
- b. All registrations shall be subject to verification by the director or his designee. All information on said registrations shall be submitted under penalty of perjury. Any person who makes a false statement in the registration or submits false information in connection with a registration shall be guilty of a zoning infraction.

8-2-303 INSPECTIONS-SINGLE-FAMILY RESIDENTIAL RENTAL DWELLING UNITS

Each owner or operator, on behalf of the owner of residential rental dwelling units is required to conduct an annual self-inspection of the interior and exterior of the property on a form provided by the Department of Planning, Building and Zoning. The City will periodically select rental dwelling units to determine if the property achieve minimal standards listed on self-inspection check list.

Compliance inspections by certified building inspectors will be conducted only on residential rental dwelling units which are in violation of any building, housing or sanitation codes or ordinances consistent with this Article S or on residential rental dwelling units requested for inspection by the owner.

New single-family residential rental dwelling units are exempt from interior inspection requirements, provided proper permits have been issued by the City for two years after the date of

the Certificate of Occupancy issued by the City. However, a self-inspection check list must be conducted annually.

8-2-304 RESIDENTIAL RENTAL DWELLING UNIT INSPECTION PROGRAM ANNUAL REGISTRATION AND LICENSES FEES.

a. *General Business License Tax.* All owners of rental dwelling units within the city that receive income from renting units shall be subject to occupation tax required by Title 3, Chapter 3 of the Code of Ordinances, City of Forest Park, Georgia.

b. *Annual Registration Fees.* Annual registration for single-family residential dwelling units the owner or operator, on behalf of the owner, shall conduct an annual self-inspection, including exterior conditions and site conditions, and certify under penalty of perjury that the conditions at the property achieve minimum standards listed on self-inspection check list provided by the Department of Planning, Building and Zoning. Each annual registration for the residential rental dwelling unit inspection program shall include a self-inspection checklist accompanied by a nonrefundable fee in the amount established by resolution of the City Council. The fee shall be used to defray the costs of the administration and enforcement of this section.

The annual residential rental dwelling unit program fee shall be levied for the calendar year and each applicant must pay the full fee for the calendar year upon submission of the application for that year's residential rental dwelling unit registration.

The residential rental dwelling unit program fee required by this section is in addition to and not in lieu of any other tax imposed by the City.

c. *Penalty.*

1. *Failure to Pay Annual Fee.* In addition to any other remedies the city may elect to pursue for failure to pay the annual residential rental dwelling unit program fee when due, the director of finance shall add a penalty of twenty percent of the permit fee on the first day of the month following the due date and ten percent for each month thereafter while the fee remains unpaid; provided, that the amount of the penalty shall not exceed fifty percent of the amount of the fee due.

2. *Failure to Register.* If an owner fails to register for the residential rental dwelling unit inspection program as required by this section the fee due shall be that amount due and payable from the first date when the person engaged in the residential rental business in the city after the effective date of the ordinance codified in this section, together with the penalty prescribed in subsection (c)(1).

8-2-305 INSPECTIONS MULTI-FAMILY RENTAL UNITS

a. *Inspection.* Upon initial inspection of such dwellings or units, should a certified building inspector determine that further work is necessary to comply with the minimum standards set forth herein, an acceptable plan shall be submitted to the building official outlining the time and scope

of work necessary to bring the units into compliance. If such plan is accepted by the building official as reasonable and justified, an extension may be granted for up to one year for completion of repairs and compliance with this section. No extension shall be granted if life safety issues are involved, and any such units shall not be leased until brought into compliance. Failure to comply with the accepted plan shall be a violation of this section and is subject to those penalties contained in Section 1-1-8 Code of Ordinances, City of Forest Park, Georgia.

New multi-family rental units are exempt from interior inspection requirements, provided proper permits have been issued by the City for two years after the date of the Certificate of Occupancy issued by the City.

b. *Compliance certificate.* After submission of the initial code compliance certificate, each owner shall submit a code compliance certificate annually with their business license renewal. Such subsequent code compliance certificate shall cover at least 25 percent of the units in multi-family rental dwellings, provided all units shall be inspected, at a minimum, every four years. All units inspected shall be listed individually on the code compliance certificate submitted to the city by the certified building inspector. Furthermore, exterior, and common area inspections shall cover at least 50 percent of the buildings, provided all buildings shall be inspected, at a minimum, every two years. All units inspected shall be listed individually and submitted to the city by the certified building inspector.

c. *Written record of inspection.* Each owner and certified building inspector shall keep a written record of all inspections for each unit including the date of the inspection, items inspected and all violations, if any, observed. Such records shall be presented to the city within ten business days after such request is made in writing to the inspector. Failure to provide such records shall nullify the code compliance certificate for those units.

d. *Failure to provide code compliance certificate.*

- i. Failure to provide the code compliance certificate as provided herein shall be a violation of this section and is subject to those penalties contained in in Section 1-1-8 Code of Ordinances, City of Forest Park, Georgia.
- ii. Failure to provide the code compliance certificate shall further, upon a judicial determination, be a condition constituting probable cause for, and may subject said multi-family rental dwelling or multi-family rental units to, inspection by the city building official at a fee of \$200.00 per dwelling or sleeping unit. Said inspection by the city, if required, shall be at a sole cost of the owner and failure to pay said cost shall result in a lien being placed on the premises as provided for collection of taxes.
- iii. Failure to pay business license as provided herein shall be a violation of the City Code and is subject to those penalties set forth therein. Nothing contained in this section shall prevent the city from enforcing the any other applicable law or regulation.

e. *Interior evaluations of multi-family rental units.* Interior evaluations will be conducted to ensure compliance with the Forest Park International Property Maintenance Code, NFPA 101 (Life Safety

Code, existing provisions), the International Fire Code and other referenced standards contained therein as listed in the checklists as published by the Building Safety Division, Georgia Department of Community Affairs.

f. *Exterior and publicly accessible evaluations of multi-family rental units and multi-family properties.* Exterior evaluations will be conducted to ensure compliance with the Forest Property Maintenance Code, NFPA 101 (Life Safety Code, existing provisions), the International Fire Code and other referenced standards contained therein as listed in the checklists as published by the Building Safety Division, Georgia Department of Community Affairs.

- i. Excessive littering on the Multi-family Rental Property shall be a violation, and a warning to the Owner and /or Manager shall be given to clean-up same. If the Excessive Littering has not been cleaned up within three (3) days of the date for the official warning. A Code Enforcement Officer shall cite the Owner and/or Manager with a violation. Each day thereafter shall be cause for an additional citation for violation until such time as “Excessive Littering” is cleaned up.

g. *Penalty for false certification and false inspection.*

- i. An owner who knowingly participates in furnishing a code compliance certificate to the city which contains a false certification that all multi-family rental dwellings or multi-family rental units inspected are in compliance with those standards contained in the code compliance certificate shall be guilty of a violation of this Code for each multi-family rental dwelling or multi-family rental unit for which the certification is shown to be false and can be fined as provided by this Code for each violation.
- ii. A certified building inspector who furnishes an inspection report which knowingly contains fraudulent information that a multi-family rental dwelling or multi-family rental unit meets the minimum housing standards of the city as shown by the inspection report provided by the building safety division shall be guilty of a violation of the City of Forest Park Code of Ordinances for each multi-family rental dwelling or multi-family rental unit for which the code compliance certificate is shown to be false and can be fined by the court for each violation. In addition, the certified building inspector's right to submit inspection reports to the city shall be suspended for a stated period, up to five years.

h. *Refusal to permit inspection.*

- i. If an inspection is scheduled and entry is thereafter refused or cannot be obtained, the inspector shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises.
- ii. Notwithstanding the foregoing, if the inspector has reasonable cause to believe that the residential rental dwelling unit is so hazardous, unsafe, or dangerous as to require immediate inspection to safeguard the public health or safety, the inspector shall have the right to immediately enter and inspect the premises and may use any reasonable means required to affect the entry and make an inspection.

8-2-306 CERTIFIED BUILDING INSPECTOR REQUIREMENTS.

All inspectors wishing to submit or participate in the Residential Rental Dwelling Unit Inspection and Maintenance Program evaluation program must comply with the following requirements:

- (1) The inspector must be a licensed design professional (architect or engineer) or hold one of the following certifications from the International Code Council (ICC): Property maintenance and housing inspector, housing rehabilitation inspector, building inspector, building plan examiner or commercial combination inspector.
- (2) The inspector must submit a copy of his or her business license and applicable certification to the city to be placed on an approved inspector list prior to inspecting any rental unit.
- (3) The inspector must meet with the building official or the code compliance official upon approval prior to performing any services to comply with this section.
- (4) Mandatory meetings will be called by the city which all inspectors participating in the program must attend. Ample notice will be provided by the city of no less than two weeks.
- (5) The inspector must provide an inspection report or a certificate, similar to the inspection report provided by the city, executed by a certified building inspector and stating compliance with those minimum standards described in the inspection report. The inspector must sign and date the report upon completion.

8-2-307 NUISANCES.

Nothing in this article shall be construed to impair, limit, or preempt in any way the power of the city to enforce any applicable codes, as defined in state law, or to define or declare nuisances and to compel or cause their removal or abatement by summary proceedings or otherwise under the provisions of Title 11, Chapter 2 of the Code of Ordinances, City of Forest Park, Georgia.

8-2-308 RETALIATORY EVICTION.

It shall be unlawful for a landlord to recover possession of a residential rental dwelling unit in retaliation against a tenant for exercising his or her right to file a complaint with the city advising that a building, housing or sanitation code or ordinance violation or permit violation may exist on the property.

8-2-309 CHANGE OF OWNERSHIP.

When ownership of a residential rental dwelling unit changes, either the prior owner shall notify the director of this event prior to the consummation of the sale or recordation of an instrument of conveyance with the Clayton County recorder's office or the new owner within sixty days after consummation of the sale or recordation of an instrument of conveyance with the Clayton County recorder's office. If the director is not so notified, the existing rental housing inspection certification for the residential rental dwelling unit shall automatically terminate and be null and void. The new owner will not have to pay the program fees until the following calendar year, provided all fees were paid by for the residential rental dwelling unit.

8-2-310 REGULATIONS NONEXCLUSIVE.

The provisions of this section regulating residential rental dwelling units are not intended to be exclusive and compliance with this section shall not excuse noncompliance with any other applicable provision, requirement, or regulation of this code or any applicable state and federal law. Nothing in this section shall limit or preclude inspection conducted by the fire department inspectors for compliance with fire codes.

DRAFT

Residential Rental Dwelling Unit Inspection and Maintenance Program FAQ's

Residential Rental Inspection Program - Frequently Asked Questions

Why is the program necessary? This program is designed to proactively identify blighted, deteriorated, and substandard rental housing stock and to ensure the rehabilitation or elimination of such housing that does not meet minimum standards. These standards address not only life, health, and safety issues but also the results of deferred or inadequate maintenance.

What defines a property as being a rental property? Rental property includes the following: single-family dwellings, duplexes, apartments, town homes, or condominiums, which are leased, rented, or occupied by a person or persons other than the owner.

Are there any exceptions? No.

How does the city determine that a property is a rental? The Clayton County Tax Assessor's Office provides the city with ownership information each month. The most recent set of records will be used to determine the rental properties based on the following: 1) The property address is different than the owner's mailing address and there is no Homeowners Tax Exemption filed with the Assessor's Office.

Who is responsible for registering the property? The property owner is responsible for completing the business license application annually and maintaining a business license separate and apart from obtaining and maintaining a Certificate of Compliance for the Rental Housing Inspection Program Certificate of Compliance.

Is there a fee charged for registration and inspection? There is both a business license fee and an inspection fee. The registration fee is paid annually for a business license and the inspection fee is paid for the initial inspection and for each subsequent periodic inspection. If code violations are observed during the inspection, re-inspection fees will apply at the time of the re-inspection. The fees are the sole responsibility of the property owner(s).

How often will a rental unit need to be inspected? Single-Family Residential Rental Units-An annual self-inspection is required to be conducted on the interior and exterior of the property.

Multi-Family Rental Units- Each owner shall submit a code compliance certificate annually with their business license renewal. The code compliance certificate shall cover at least 25 percent of the units in multi-family rental dwellings, provided all units shall be inspected, at a minimum, every four years. Exterior, and common area inspections shall cover at least 50 percent of the buildings, provided all buildings shall be inspected, at a minimum, every two years. The date of the issuance of the Certificate of Rental Inspection Compliance will become the anniversary date of the re-inspection.

How will the order of inspection be determined? A Certified Building Inspector is assigned to a particular section of the City and will inspect rental units in an organized and orderly fashion to inspect all the rental units in their respective section.

Residential Rental Inspection Program - Frequently Asked Questions

To whom will the payment be made and what are the alternatives? Payments are to the City of Forest Park. Payment can be made by personal check or cash at City Hall.

When will inspections be done? Inspections will be performed Monday through Friday between the hours of 8:00 AM and 5:00 PM by appointment.

Is the property owner required to be present during the inspection? The property owner or their designated representative must be present during inspections. It is the responsibility of the property owner to inform the tenants of impending inspections and to provide access.

Will tenants be allowed to attend the inspections? Both tenants and the property owners are encouraged to be present during the inspections. Informational exchanges are critical to the success of the program.

Will the property owner receive documentation of the inspection results? The property owner or agent will be furnished a copy of the inspection report, along with a correction notice, if any. Additionally, a "Rental Housing Certificate of Compliance" will be sent once all items have either been approved or corrected and approved.

Will additional fees be required if repairs are determined during the inspection? There is no charge for the first correction inspection at each site. Beyond that, each additional inspection is \$_____. If payments are not received, they will become a lien on the property.

How much time will be given to the property owner or agent to make corrections found to be unsatisfactory during the inspection? The property owner or agent will be given between one (1) and thirty (30) days to make corrections, depending on the nature and severity of the correction and/or violation.

Who will be performing the inspections? A Certified Building Inspector will perform all scheduled inspections.

How will I schedule an inspection? The inspection will be done by appointment. A Certified Building Inspector will call and schedule an appointment.

How long will an inspection take? Each inspection will vary according to the individual property. However, one should set aside a minimum of one hour for a single-family residence and an additional ½ hour for each additional unit.

What preparations should be made involving animals prior to inspections? All pets will be confined or restrained in such a way as to eliminate any possibility of attack or escape during the inspection process.

When a property passes an inspection and a complaint is made after the fact, will I have to go through the Residential Rental Inspection Program again? Complaints received after completion of a successful inspection are referred to the Code Enforcement Officer. If a valid internal or external violation surfaces after a "Certificate of Compliance" has been issued, the owner will be required to abate the specific violation in order to remain in compliance.

Does the inspection take place both inside and outside of the residence? Please see “Checking Rental Property for Safety and Code Compliance” and the sample of our "Residential Inspection Form." There are numerous items that focus both on the interior and exterior of the rental property.

Will my older building be forced to comply with today's more stringent construction codes?

No, your building is required to be maintained at a level consistent with the codes of the period in which it was constructed. However, construction improvements must coincide with the current codes as adopted by the City of Forest Park.

Do all units require smoke detectors? Installed battery-operated smoke detectors will be required in each sleeping room, each hallway adjacent to the sleeping rooms, and at each floor level.

Is the property owner required to obtain permits for minor repair work? Repair work normally requiring permits will still require permits. However, many items usually noted for repairs are exempt from permits.

Does it matter who does the actual repairs? The property owner may do the work only if the property is a single-family residence, a duplex, or an individual town home or condominium pursuant to the Uniform Building Code. A licensed general contractor or licensed trade specific contractor will acquire the appropriate permits as well accomplish the work if the owner does not do the work. Pursuant to the Uniform Building Code all other types of residential rental properties require that a licensed general contractor or licensed trade specific contractor acquire the appropriate permits as well accomplish the work.

What if during an interior inspection an Inspector observes illegal substances or activities?

It is not the intent of the Certified Building Inspector impose upon the individual right to privacy of tenants or owners. However, Officers are required to report cases of possible child endangerment or abuse, animal cruelty or neglect, and situations which pose an immediate health and safety risk to the public.

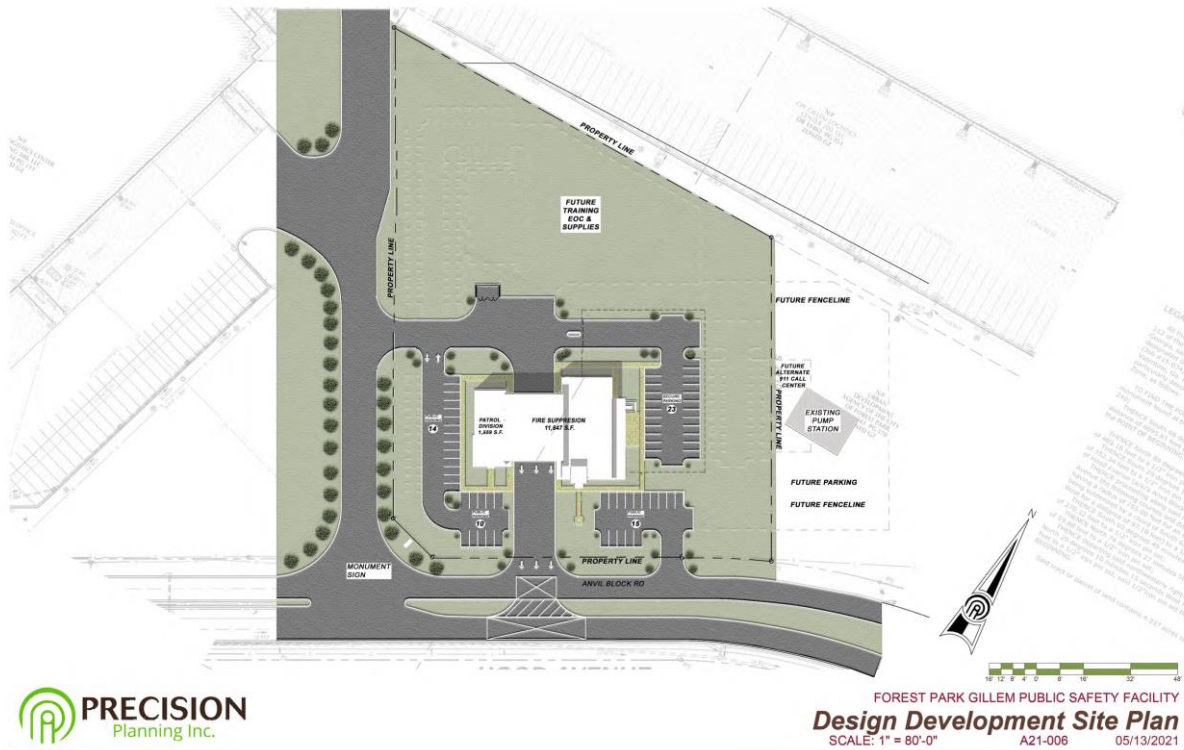
What if the property owner ignores their required participation in the program? Pursuant to the Forest Park Municipal Code, any person who violates any provision of this Ordinance, or who fails to comply with any obligation or requirement of this Ordinance, is guilty of a misdemeanor unless the offense is charged as an infraction by a prosecuting attorney.

File Attachments for Item:

2. Council Discussion Only on New Public Safety Building at Gillem Logistics - James Shelby,
Director of Planning, Building & Zoning

Background and Summary:

Discussion Only on the site plan and elevation for the new Public Safety building in Gillem Logistics -
James Shelby, Director of Planning, Building & Zoning.



File Attachments for Item:**4. Council Discussion to Scrap Fire Equipment - Deputy Fire Chief Clemons****Background and Summary:**

The Fire Department is seeking council approval to scrap (1) Fire Scene Investigation Unit, (1) mobile water horse, (1) Squad and (1) Public Safety House. These items have been out of service and are no longer serviceable to the community or the City of Forest Park. These items are deemed non-valued as the repair cost has exceeded the value through the Fire Department's Fleet Replacement Plan. Public Works has approved with the details of these items to be scrapped.

Vehicle/Equipment Year/Make/Model1. (Squad) S6-1FDXK84A7JVA21938 - YEAR MODEL 1988 FORD, 3399 miles unknown if accurate.2. (water buffalo) 400 GWB – 071017903. (Fire Safety Trailer) FST – 1PY1526 4. (Fire Scene Investigation UNIT) FSIU – 1FDXE45F7YHA20744 - YEAR MODEL 1999 FORD





















File Attachments for Item:**5. Council Discussion on Donating Decommission Fire Equipment to Sister Cities** - Deputy Fire Chief Clemons**Background and Summary:**

The Fire Department is seeking approval to donate (1) Fire Scene Investigation Unit, and (1) mobile water horse to our sister cities for use. These items have been out of service and are no longer serviceable to the community or the City of Forest Park. The Water Buffalo can be used as an extinguishing agent to any Fire Incident and the Investigation Unit can be used as a medical transport or equipment storage for any significant incident. These items are deemed non-valued as the repair cost has exceeded the value through the Fire Department's Fleet Replacement Plan. The Water Buffalo was a donated item and has no title or value to the Fire Department. Public Works has approved with the details of these items.

Vehicle/Equipment Year/Make/Model1. (water buffalo) 400 GWB – 071017902. (Fire Scene Investigation UNIT) FSIU – 1FDXE45F7YHA20744 - YEAR MODEL 1999 FORD









File Attachments for Item:**6. Council Discussion on 2021 Municipal Elections Provider - City Manager, Dr. Cooper****Background and Summary:**

Due to the recent passage of new Georgia Election Laws, the City of Forest Park expressed an interest in outsourcing its local elections. The city has been in contact with Clayton County Board of Elections, who will not be deciding until July 1, 2021, and Intact Consulting Services to engage in the rendering election consultation and program management services for the local elections; as well as contact Dominion Voting for the equipment required to have an election. Due to the complexity in the new law the City of Forest Park is looking to engage with these services sooner than later to ensure proper processes are in place. It is recommended to the council that the City of Forest Park move forward with engaging Intact Consulting Services and Dominion Voting for the November 2, 2021, Municipal General Elections Cycle.

	CITY OF FOREST PARK EXHIBIT "B"		PROJECTED COST
	SALARIES - PERMANENT STAFF - OVERTIME		
		\$1,200.00	
	SALARIES - TEMPORARY & CONTRACTED SERVICES		
2	Driver(s) @ \$300.00 per day	\$1,200.00	
1	Contractor @26.00 per hour Voting Equipment Preparations & Maintenance	\$1,600.00	
	TOTAL SALARIES - TEMPORARY		\$4,000.00
	RENTAL EQUIPMENT		
	Trucks, Cell Phones	\$480.00	
	Rental Truck Gasoline	\$200.00	
	TOTAL - RENTAL EQUIPMENT		\$680.00
	HOURLY FEE PERSONNEL		
	Election Day Poll Workers - Training Class Fee \$30		
1	Mgr(s) - \$225.25 plus \$25 training fee & \$15.00 manager mtg Total pay @ \$265.00	\$300.00	
2	Asst Mgr(s) - \$170.00 plus \$15 training fee & \$15.00 manager mtg Total pay @ \$200.00	\$450.00	
4	Clerk(s) - \$115.00 plus \$15 training fee Total pay @ \$130.00	\$600.00	
2	Advance Voting Site(s) (Elections Office, City of Forest Park)		
2	Mgr @ \$480 Per Week for 4 Weeks	\$3,840.00	
4	Asst Mgr(s) @ \$440 Per Week for 4 Weeks	\$7,040.00	
3	Clks @ \$400 Per Week for 3 Weeks	\$3,600.00	
	TOTAL HOURLY FEE PERSONNEL		\$15,830.00
	FEES		
5	BRE Board Meeting Fees (\$100 *5 BRE Members * 1 mtg(s))	\$500	
3	Vote Review Panel (\$100 per panelist)	\$300	
	TOTAL BOARD FEES		\$800.00
	ADVERTISING		
	Advertisement of legal notices	\$250	
	TOTAL ADVERTISING		\$250.00
	VEHICLE SUPPLIES		
	Mileage @\$.54	\$200.00	
	TOTAL VEHICLE SUPPLIES	\$200.00	\$200.00
	POSTAGE		
	Mailing of Absentee Ballots	\$100.00	
	Letters to voters, candidates, poll workers & manuals	\$100.00	
	Mailing of Precinct Cards	\$200.00	
	TOTAL POSTAGE		\$400.00
	OFFICE SUPPLIES		
	Ballot Paper (\$.13 per security sheet) 11,100 Voters as of April 1, 2021	\$1,443	
	Office Supplies, L&A Test Desks, Sample & Ballot Cards, Toner	\$500	
	TOTAL OFFICE SUPPLIES		\$1,943.00
	STOCKPAPER		
	Administrative Fee 10%		\$2,410.30
	TOTAL PROJECTED COST CITY OF FOREST PARK		\$24,103.00
	GRAND PROJECTED TOTAL COST CITY OF FOREST PARK ELECTION		\$26,513.30

SERVICE AGREEMENT For ELECTION SERVICES

This Service Agreement (“Agreement”) is made this ____ day of June 2021, by and between Intact Consulting, and the City of Forest Park Georgia (“Forest Park”), with reference to the following:

WHEREAS, Intact Consulting is engaged in the business of rendering election consulting and program management services; and

WHEREAS, in connection therewith, Intact Consulting wishes to perform election management consulting for Forest Park for the November 2, 2021 Municipal General Election Cycle;

WHEREAS, in connection therewith, Forest Park wishes to acquire the election management services from Intact Consulting for the November 2, 2021 Municipal General Election Cycle;

WHEREAS, Intact Consulting is willing and able to render said services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Intact Consulting agrees to render services to the City of Forest Park as set forth in the Statement of Works attached hereto and incorporated into this Agreement as Exhibit “A”. The parties agree that Intact Consulting may provide services in addition to or different from those services listed in the Statement of Works and Intact Consulting agrees to render such services under the terms of this Agreement.

2. **Compensation.** *In consideration of these services, Intact Consulting shall be paid a Consultant rate of \$50.00 per Hour.*

a. **Reimbursable Expenses.** In addition to the Total Compensation Fee specified in subparagraph (c), Intact Consulting shall be reimbursed for reasonable, necessary and substantiated expenses incurred by Intact Consulting for administrative expenses in connection with the services rendered hereunder.

b. **Manner of Payment.**

Intact Consulting shall prepare and submit an invoice, showing time worked and expenses incurred during the engagement, together with such supporting documentation as may be required by Forest Park. ***Each invoice shall be paid two weeks after submission of invoice.***

c. Total Compensation

For the services rendered by Intact Consulting as set forth in the Statement of Works and pursuant to the November 2, 2021 Municipal Election Calendar, Intact Consulting anticipates the compensation for services rendered under this Agreement to total \$27,000.00.

3. a. Status as Independent Contractors. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, between Intact Consulting and the City of Forest Park. It is expressly agreed that Intact Consulting is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Ineligible for Employee Benefits. Intact Consulting shall not be eligible for any benefit available to employees of Forest Park, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Intact Consulting under this Agreement.

4. ***Term. This Agreement shall become effective as of the date of the signing of this Agreement and shall continue in effect through December 31, 2021, unless earlier terminated as provided in paragraph 5 below. If no changes are required to the contract, and both parties are in agreement, the contract will remain in effect until terminated by one of the parties as allowed by the contract or replaced by another contract.***

5. Termination. Intact Consulting shall have the right to terminate this Agreement if Forest Park is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from Intact Consulting specifying such default. This Agreement may also be terminated by Intact Consulting by written notice 30 days prior to the effective date of termination.

6. Termination of Services and Return of Property. Upon the expiration or earlier termination of this Agreement, Intact Consulting shall immediately terminate the services hereunder, and shall deliver promptly to Forest Park all property relating to the business, work and any Work Product (as defined below), patents or copyrights covered by this Agreement. Such property shall include but not be limited to all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. Standard of Performance. Intact Consulting warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Intact Consulting agrees to perform in a diligent,

efficient, competent and skillful manner commensurate with the highest standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

8. Conflicts of Interest. Intact Consulting warrants and represents that (i) the work hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing, (ii) Intact Consulting is not presently subject to any agreement with a competitor or with any other party that will prevent Intact Consulting from performing in full accord with this Agreement and (iii) Intact Consulting is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform the obligations under this Agreement. The parties agree that Intact Consulting shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of services hereunder.

9. Proprietary Information; Non-Solicitation. Intact Consulting acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Forest Park including, but not limited to, information concerning Forest Park, its operations, customers, business and financial condition, as well as information with respect to which Intact Consulting has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Intact Consulting agrees not to disclose, directly or indirectly, to anyone, or to use or let others use, for any purpose whatsoever, any Proprietary Information, of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement.

10. Indemnification. Each party ("Indemnitor") agrees to defend, indemnify and hold harmless the other ("Indemnatee") from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

By _____
City of Forest Park

By _____
Intact Consulting

Title: _____

Title _____

City of Forest Park Municipal Election

				COST
SALARY				
Elections Consultant Fee			\$10,000	
				\$10,000.00
EQUIPMENT DELIVERY/PICKUP				
	141.80/ Election Day/Early Voting		\$141.80	
				\$141.80
LEGAL ADVERTISEMENTS				
Advertise Logic & Accuracy Testing/ Bulk Update	Early Voting and Elections Day		\$4,000.00	
Publish Call/Qualifying	Legal Organ		\$100	
PRINTING & BINDING	Elections Documents		\$50.00	
Printing Ballot	22,000 @ \$.35/each + \$250.00setup & delivery		\$4,150	
Printing Revised Poll Worker Training Manual				\$8,300.00
TOTAL PRINTING & BINDING				
POSTAGE				
Mail of Absentee Ballots, Letters to Poll Workers,	\$300.00		\$300.00	
Brochure to the Candidate	\$50		\$50.00	
				\$350.00
Election Day Poll Workers				
1 Chief Mgr	\$175.00 ea		\$ 175.00	
1 Asst Mgr(s)	\$125.00 ea		\$ 125.00	
1 Assistant Manager	100.00 ea		\$ 100.00	
				\$400.00
Advance Voting Poll Workers				
1 Chief Mgr(s)	1@ \$95.00/each/17days		\$1,425.00	
1 Asst Mgr(s)	1@\$85.00/each/17 days		\$1,275.00	
1 Assitant Manager	1@\$80.00/each/17 days		\$1,200.00	
				\$3,900.00
Absentee (paper ballot) Workers(Election Night)				
1Chief Mgr	\$95		\$ 95.00	
1 Asst Mgr(s)	\$85		\$ 85.00	
1 clerk	\$80		\$ 80.00	
				\$260.00
19,483 @0.13 + \$75.00 Shipping	2607.79		\$2,607.79	
				\$2,607.79
GENERAL SUPPLIES & MATERIALS			\$50.00	
				\$50.00
			\$26,009.59	\$26,009.59
GRAND TOTAL - FOREST PARK MUNICIPAL GENERAL ELECTION				



City of Forest Park, GA

Prepared by:
Barry Herron
barry.herron@dominionvoting.com

Q00006240
Budgetary Quote

Product/Service	Description	Qty	Unit Price	Extension
In-Person Voting: Polling Location Hardware				
ImageCast Precinct Tabulator - 320C	5.5 A	3	\$3,900.00	\$11,700.00
Sub-Total				\$11,700.00
Accessories				
ImageCast Precinct Ballot Box - Plastic		3	\$1,000.00	\$3,000.00
ICP Plastic Ballot Box Adapter Kit		3	\$13.50	\$40.50
Sub-Total				\$3,040.50
Consumables/Parts				
Fine Point Black Permanent Markers - 12 pack		2	\$15.00	\$30.00
Compact Flash Memory Card 16GB		8	\$36.75	\$294.00
I-Button Administrator Key - Black		2	\$25.00	\$50.00
ICP Cleaning Sheet		2	\$20.00	\$40.00
ICP Paper Roll (72')		6	\$2.50	\$15.00
Sub-Total				\$429.00
Support Services				
On-Site Services - Non-Election Day (/day)	Advance Voting On-site	1	\$2,000.00	\$2,000.00
On-Site Services - Non-Election Day (/day)	Logic & Accuracy Support, Poll Worker training	1	\$2,000.00	\$2,000.00
On-site Services - Election Day	Election Day Support - 1 day	1	\$2,000.00	\$2,000.00
Test Deck Generation Service - 1st Deck – Per Precinct/Ballot Type		1	\$16.00	\$16.00
Sub-Total				\$6,016.00
Estimated Shipping				
Shipping (estimated)		1	\$523.00	\$523.00
Sub-Total				\$523.00
Total Purchase Sub-Total				\$21,708.50
Election Support Services				
Election Setup / Ballot Setup		1	\$3,500.00	\$3,500.00
Sub-Total				\$3,500.00
Year One Total				\$25,208.50



City of Forest Park, GA

Prepared by:
Barry Herron
barry.herron@dominionvoting.com

Item #6.

June 1, 2021

Q00006240

Budgetary Quote

Annual Licenses

ImageCast Precinct Annual Firmware License - 5.5 A 320C	3	\$228.00	\$684.00
Sub-Total			\$684.00

Annual Warranties

ImageCast Precinct Annual Hardware Warranty - 320C	5.5 A 3	\$135.00	\$405.00
Sub-Total			\$405.00

Annual Fees

\$1,089.00

Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.
All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.
Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.
Annual warranties are optional.

Signatures

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)

File Attachments for Item:

7. Council Discussion on Adopting a Credit Card Use Policy - Darquita Williams, Interim Finance Director

There is no a credit card policy in place to govern the use of the city's credit card, therefore the Interim Finance Director is presenting the attached credit card policy to Council for discussion and possible consideration of approval.



CITY OF
FORESTPARK

Credit Card Policy for City Employees

City of Forest Park, Georgia

Created May 2021

I. Program Overview and Purpose

The purpose of the Procurement Card (P-Card) Program is to establish a faster, more cost-effective method for authorized employees to make purchases of supplies, materials, equipment, and services for City business use. The program streamlines payments by reducing the administrative burdens and costs associated with traditional methods of payment.

The City of Forest Park P-Card Policy establishes minimum standards for use of the P-Card to ensure compliance with procurement policies and procedures. **The City of Forest Park Purchasing Ordinance and all related policies and procedures apply to the use of the P-Card. The P-card serves as a means of payment, not as an alternative to the City's procurement policies and procedures.**

In 2015, the Georgia General Assembly established penalties into the Official Code of Georgia Annotated (O.C.G.A. § 16-9-37) regarding the misuse of government p-cards.

(b) Any person who has been issued or entrusted with a financial transaction card by a government for specifically limited and specifically authorized purposes, provided such limitations and authorizations are in writing, and who uses the financial transaction card in a manner and for purposes not authorized shall be punished as provided in subsection (b) of Code Section 16-9-38.

Code Section 16-9-38 specifies that “a person subject to punishment under this subsection shall be guilty of a felony and shall be punished by a fine of not more than \$5,000.00 or imprisonment for not less than one year nor more than three years, or both.”

Under this program, the SunTrust Mastercard P-Card is the only authorized card for use by city employees. P-Cards can only be used for official City of Forest Park business and cards must be surrendered and accounts closed upon termination of employment for any reason or upon demand by The City of Forest Park.

All City Departments will designate one P-card Liaisons to serve as the primary point of contact with the Finance Department. Departments should also ensure that a Backup Liaison is designated and trained. P-card Liaisons will also be responsible for the administration of the P-card Program within their respective department, including card administration, account maintenance and monthly billing statement reconciliation.

The Purchasing Card is honored by all merchants who accept Mastercard, and there are no annual, transaction, or reporting fees.

II. Use of Purchasing Card for Personal Purchases Prohibited

Under no circumstances is a cardholder permitted to use the P-Card for personal purchases. Personal purchases are defined as the purchase of goods or services intended for non-work-related use or for use other than official City business. Cardholders that unintentionally violate this rule shall notify the Department Liaison, complete the required documentation, and reimburse the City immediately. Unintentional violations of this rule shall be subject to the Progressive Discipline Guidelines noted later in this policy.

If a violation is determined to be intentional, the cardholder shall be subject to disciplinary action, up to and including termination from City employment and criminal prosecution.

Any person who knowingly, or through willful neglect, approves personal or fraudulent purchases shall be subject to the same disciplinary actions as the cardholder.

III. Program Administration

A. Card Order Request

To be eligible for a P-Card, the applicant must be an employee of The City of Forest Park. Department Heads approve P-cards for their employees based on the applicant's job responsibilities and their need to make purchases. ***The issuance of P-cards should be reserved for those employees whose job duties regularly require the purchase of goods and services. Employees who require only the occasional use of a P-card should coordinate purchases through their Department's P-card Liaison.***

To begin the application, process the P-card Application is completed by the Department Head or Department Liaison. The completed and signed application is then forwarded to the P-card Coordination Team for review. The P-card Coordination Team then submits the application to the Finance Director and City Administrator for final approval. The approved application is returned to the P-Card Coordination Team for processing and the card mailed to the P-card Coordination Team in 7 to 10 business days.

B. Card Issuance

The P-card Coordination Team notifies the cardholder and the cardholder's Department Liaison when the card is received. The P-card Coordination Team is responsible for scheduling an appointment with the cardholder to pick up the new Purchasing Card, sign The City of Forest Park Cardholder Purchasing Card Agreement, and attend training. The cardholder is responsible for familiarizing himself/herself with the P-Card Policy.

C. Card Profiles

Each card is assigned a single profile. The profile specifies the Single Transaction Limit (STL), the Credit Limit (CL), and the Merchant Category Codes (MCC) that are permitted on the card. The Finance Director may develop a series of predefined card profiles that Department Heads may request be assigned to a cardholder. Deviation from the predefined card profiles, if provided, requires the approval of the Finance Director and City Administrator. Card profile options will be noted on the P-card Application.

If it is determined that a cardholder's card limits are restricting purchases that are required to perform job responsibilities, the Department Head may request an increase or decrease of the cardholder's card limits. To request changes in a cardholder's credit limit and/or single transaction limit, a Cardholder Change Form must be completed and signed by both the cardholder and the Department Head. The completed and signed change form is then forwarded to the P-card Coordination Team for review. The P-card Coordination Team then submits the Cardholder Change Form to the Finance Director and City Administrator for approval. If approved, the form is processed by the P-card Coordination Team and is effective immediately.

D. Lost or Stolen Cards

Cardholders are required to immediately report any lost or stolen P-card to SunTrust at 1-800-786-8787 (24 hours a day, 365 days a year). The City of Forest Park is liable for all charges on the card until the lost or stolen card is reported to the Bank.

At the first opportunity during normal business hours the cardholder must promptly notify his/her Department Liaison (or the Backup Department Liaison should the Department Liaison be absent) about the lost or stolen card. The cardholder must also advise the Liaison if SunTrust informed the cardholder that a replacement card would be processed.

The Department Liaison or backup must promptly notify the P-card Coordination Team of the lost or stolen card and if SunTrust advised the cardholder that a replacement card would be processed.

The P-card Coordination Team will be responsible for ordering a replacement card in such cases when SunTrust did not process a replacement card at the time the cardholder reported the lost or stolen card.

The cardholder should notify all merchants who have the card number on file to flag their records that the card was lost or stolen.

E. Card Cancellation

The P-card and the signed Return Card Acknowledgement Receipt form must be returned to the Department Liaison when an employee is terminated from employment, submits their notice of separation from The City of Forest Park, transfers to another department, or loses their purchasing card privileges for any other reason. Transfers within the same department may also require cancellation of the card if the cardholder's job responsibilities change and they no longer require the need of a P-card. Prior to the employee's last date of employment or transfer, the employee must sign and deliver all outstanding P-card receipts to their assigned P-card Liaison. The Department Liaison will submit the P-card and the signed Return Card Acknowledgement Receipt to the P-card Coordination Team. A copy of the signed form will be provided to the employee and a copy retained for the Department's file. The original will be kept in the employee's Purchasing Card file in the Finance Department.

IV. Program Roles and Responsibilities

A. Department Head

Department Heads are responsible for ensuring the integrity of the P-card Program within their Department by upholding City policies and procedures. All Department Heads are responsible for overseeing P-card activity and must have a minimum understanding of the rules and regulations as contained in The City of Forest Park Purchasing Manual and internal purchasing rules. While the Department Head holds the responsibility of oversight, administration of the day-to-day activity and usage of the P-card will be managed through designation of one or more Department Liaisons.

Department Head responsibilities include:

1. Maintain knowledge of City of Forest Park P-card Policy and Procedures and internal policies and procedures to effectively oversee P-Card activity of the cardholders within their department.

2. Designate a Department Liaison(s) to manage the day-to-day activity and usage of the card. A back-up Liaison should also be designated and cross-trained.
3. Request P-Cards for employees in their department by submitting a signed P-card Application form to the P-card Coordination Team for processing.
4. Request changes in credit limits, within the guidelines contained in the P-card Policy, by submitting a signed P-card Cardholder Change form to the P-card Coordination Team for processing.
5. Review and approve cardholders' monthly transaction activity as part of the monthly approval process.
6. Promptly report any erroneous use of the P-card to the P-card Coordination Team.
7. Ensure that appropriate disciplinary actions are taken for violation of Purchasing Card Program policies and procedures.
8. Ensure P-cards are collected from cardholders upon termination, resignation, transfer, or when purchasing privileges are lost due to disciplinary action and that upon relinquishing P-Cards, cardholders sign the Return Card Acknowledgement Receipt.

B. Department Liaison

Department Liaisons are assigned the responsibility of managing the day-to-day P-Card activities and usage of the cardholders in their department. Secondary Department Liaisons should also be designated by each Department Head. The secondary Department Liaisons are designated as back up to the Department Liaison and have the same responsibility to manage the day-to-day P-Card usage and activities of the cardholders in their department in the Department Liaison's absence.

Department Liaison responsibilities include:

1. Maintain knowledge of City of Forest Park P-card Policy and internal policies and procedures to effectively manage the day-to-day P-card activity and usage.
2. Monitor transactions and account activity as often as possible to ensure that all purchases are for legitimate City of Forest Park business use. ***Transactions must be reviewed in a timely manner to identify fraud or misuse and is necessary to qualify for the liability protection included with the SunTrust Mastercard Purchasing Card Program.***
3. Collect all invoices/packing slips/charge slips/cash register receipts and phone/mail/fax/internet order forms and confirmations from assigned cardholders.
4. Complete the monthly reconciliation process:
 - a. Review and reconcile each assigned cardholders' invoices/receipts to their respective card statement.
 - b. Scan and attach all receipts and other related documentation to each cardholders' monthly statement in Munis.
 - c. Review all documentation to ensure:
 - i. Invoices/receipts are signed by the cardholder;
 - ii. Completed, signed, and approved Missing Receipt forms are included when a cardholder does not have an itemized receipt or invoice documenting the purchase;
 - iii. State Sales and Use Tax was not charged;
 - iv. Purchases were for legitimate City business use;
 - v. Completed, signed, and approved Misuse forms are included along with evidence of reimbursement for any purchase made for personal or other than City of

Forest Park business use.

- d. Review and update, if necessary, the description and account code for each transaction.
- e. Submit a Purchase Order for payment in Incode.
5. Identify transactions which were erroneously charged sales tax and work with cardholder to have vendor credit their account.
6. Attempt to resolve any disputes with a vendor that has not been resolved by cardholder.
7. Notify P-card Coordination Team within 5 days of any unresolved disputes, noting the reason for dispute and a brief statement of steps taken.
8. Promptly notify P-card Coordination Team of lost or stolen cards.
9. Collect P-card from cardholder and obtain cardholder's signature on the Return Card Acknowledgement form when cardholder is terminated, submits a notice of separation, is transferred to another department, transferred to another job within the department that does not require Purchasing Card privileges, or when cardholder loses P-Card privileges as a result of disciplinary action.
10. ***Promptly notify P-card Coordination Team to cancel a cardholder's card for employment termination, resignation by separation notice, transfer to another department, transfer to another job within the department that does not require Purchasing Card privileges, or for any other loss of purchasing card privileges as determined by the Department Head. Forward cancelled P-Card along with the signed Return Card Acknowledgement form to the P-card Coordination Team.***
11. Review new Purchasing Card Application forms and Cardholder Change forms for completeness and forward to P-card Coordination Team for processing.

C. Cardholder

All cardholders are essentially purchasing agents for The City of Forest Park. Accordingly, all cardholders must have a minimum understanding of City Procurement rules and regulations as contained in The City of Forest Park Purchasing Manual and internal purchasing rules. Cardholders must also be familiar with The City of Forest Park **Human Resources Policies & Procedures Manual, Chapter II - Ethics and Conduct**, and provisions of O.C.G.A. §45-10-3 regarding public officers and employees code of ethics and conflicts of interest.

Cardholder responsibilities include:

1. Maintain knowledge of City of Forest Park Purchasing Card Policy and internal policies and procedures.
2. Maintain security of the card, the account number, expiration date, and security code at all times.
3. Ensure all purchases are allowable purchases according to City and internal purchasing card program policies and are only for legitimate business purposes. Misuse (inappropriate, unauthorized, or fraudulent use) of the card may subject the cardholder to disciplinary action, criminal prosecution, and/or termination of City of Forest Park employment.
4. Ensure all purchases comply with the City Purchasing Ordinance which sets a no bid limit and City of Forest Park Purchasing Manual requirements concerning Competitive Bidding.
5. Adhere to the purchase limits and restrictions of the P-card and ensure that all purchases are within all other spending and vendor guidelines established by The City of Forest Park.
6. Obtain "best value" for the City when making purchases with the P-card account.
7. Ensure that the P-card is only used by the approved cardholder. Use by anyone other than the approved cardholder is strictly prohibited. The P-card is not transferable between cardholders or

department personnel.

8. Obtain all vendor invoices, packing slips, cash register receipts and charge slips and for phone/fax/internet/mail purchases, print or make a copy of the order form. **The cardholder must sign each receipt before submitting to Department Liaison to signify their approval of the transaction.**
 - i. If receipt/invoice has been lost and a duplicate cannot be obtained, complete and sign a Missing Receipt Affidavit in lieu of receipt and provide to Department Liaison for scanning into Munis.
 - ii. Use of the form more than three times in one fiscal year may result in suspension of card privileges.
9. Attempt to resolve a dispute or billing error directly with the vendor. If a cardholder cannot resolve the dispute or error with the vendor directly, then the cardholder shall complete a Commercial Card Claims Statement of Disputed Item form and forward the original to the Procurement Card Coordination Team and a copy to their Department Liaison. The cardholder must also ensure that an appropriate credit for the reported disputed item(s) or billing error appears on the SunTrust website in the current or subsequent P-Card cycle. If the credit is not in the current cycle, the information must be documented on the Payable Allocation Report or Activity Log. **Under no circumstances shall cash be accepted in lieu of a credit to the Purchasing Card account.**
10. Report a lost or stolen Purchasing Card immediately to SunTrust at 1-800-316-6056 (24 hours a day, 365 days a year). The Department Liaison must also be notified of the lost or stolen P-card at the first opportunity during business hours.
11. Return P-card and complete Return Card Acknowledgement Receipt form immediately when terminating employment, transferring to another Department, or upon request to forfeit card.

D. City Administrator & Finance Director

The City Administrator and Finance Director are responsible for establishing overall policies and procedures to ensure the integrity of the P-card Program throughout the City. Primary roles and responsibilities include:

1. Establishing card limits and allowable merchant category codes
2. Providing final review of
 - a. P-card Applications
 - b. Requests for changes in card limits and merchant category codes
 - c. Monthly P-card Statement and Certification
3. Reviewing P-card policy violations and determining disciplinary action based upon P-card Policy and Human Resources Policies and Procedures.

V. Use of the Card

A. Cardholder Liability

The P-card is a “corporate” charge card that will not affect the cardholder’s personal credit; however, it is the cardholder’s responsibility to ensure that the card is used within the guidelines of the P-card Policy and The City of Forest Park Policies and Procedures.

The City of Forest Park will not accept liability or financial responsibility for unauthorized use of

Purchasing Cards, i.e., fraudulent use of account numbers, lost or stolen Purchasing Cards, and purchases made for personal use.

Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to management, and further disciplinary measures that may include termination.

B. Purchasing Rules

The P-card is only a method for making purchases. All purchases made with the P-card must be for official City of Forest Park business. Only the employee whose name appears on the face of the P-card is authorized to initiate transactions with the card. Use of the card by any other person is considered misuse of the card, even if the purchase is for legitimate City of Forest Park business. Use of the card for personal purchases is strictly prohibited and will result in disciplinary action, which may include termination of employment and criminal prosecution. All City of Forest Park procurement rules apply when using the purchasing card.

I. Purchases Under \$3,000

The procurement of goods and services under \$3,000.00 may be made using the P-Card.

II. Splitting Orders

The splitting of orders to remain under the “no bid limit” or the single transaction/monthly credit limit is strictly prohibited. Likewise, purchasing similar items from several vendors or two or more cardholders in the same department purchasing similar items to remain under the no bid limit or p-card limit is also prohibited.

III. Purchasing Thresholds

Use of the P-card is authorized for purchases up to the “no bid limit” which shall coincide with the single transaction limit for all cards. Purchases over the “no bid limit” shall be authorized by the Finance Director and/or City Administrator and processed by the Finance Department.

Although each purchasing card is set with specific transaction limits, the cardholder is required to follow the policies established in Section IV.B of The City of Forest Park Purchasing Manual, including the requirement for three (3) quotes on purchases of \$3,000.00 and above.

IV. City of Forest Park or State of Georgia Contracts

Purchases made using a City of Forest Park or State of Georgia contract and exceeding \$3,000.00 shall be authorized by the Finance Director and/or City Administrator and processed by the Finance Department.

V. Recycled Material

Cardholders must adhere to the Purchasing Manual policy for promoting sustainability through the purchasing process.

C. Allowable Purchases

The P-card can be used for official purchases of supplies, materials, equipment, or services, where not otherwise prohibited or restricted. All purchases must be within assigned spending limits and follow the policies established in The City of Forest Park Purchasing Manual and the P-Card Policy. The City Administrator, with the concurrence of the Finance Director, may approve purchases in exceptional circumstances that exceed the limits established in this Policy when deemed in the best interest of the City.

Allowable purchases include:

1. Supplies, materials, goods, and services up to the cardholder's approved Single Transaction Limit and/or approved cycle Credit Limit which are not otherwise excluded in the Prohibited Purchases section.
2. Memberships for professional organizations that support a City employee's assigned job duties. Employees must obtain prior approval from a supervisor and/or Department Head. Department Liaisons should ensure that membership charges are allocated to account number 523600 (Dues and Fees). Receipts must also reflect the start and end date of the membership.
3. Airline tickets, lodging, and vehicle rental with prior Department Director approval for City personnel traveling on official City business for which the per diem rate does not apply. Use of P-card for travel and training expenses must comply with The City of Forest Park Policy and Procedures for Training and Related Travel. Department Liaisons should ensure that all training and travel charges are allocated to the appropriate account number (Travel = 523500; Education & Training = 523700).
4. Incidental computer replacement parts such as keyboards, mouse, and power strips.
5. Small recurring charges under certain guidelines
 - i. Made by agreement between the cardholder and the vendor in coordination with Accounts Payable Division and approved by the Department Head;
 - ii. Annual fee is broken down into a monthly charge and there is no monthly invoice or receipt to substantiate the monthly charge;
 - iii. The cumulative annual expenditure shall not exceed \$75,000 or the threshold for formal bids, whatever is greater.
 - iv. The Accounts Payable Division will maintain a log of approved recurring p-card transactions and will provide a list to Department Heads and Liaisons on an annual basis.
 - v. Small Recurring P-Card Expenditure form must be completed by cardholder. The form along with a copy of the agreement must accompany the monthly statement reconciliation in Munis when the first charge is made against the P-card. Subsequent charges during the agreement period will not require paperwork be submitted.

D. Prohibited Purchases

The following types of purchases are prohibited by City policy:

1. Personal purchases of any kind including those for the personal benefit of another individual.
2. Cash back with a purchase, cash advances including use of the card, card number or account number at ATMs, inside bank branches or at cash advance, quasi-cash, and money transfer locations such as Western Union, Telecheck, etc.

3. Gift cards, without prior approval of a Department Head.
4. Stored value cards, calling cards, pre-paid cards, traveler's checks, money orders or similar products.
5. Entertainment.
6. Alcoholic beverages.
7. Fax machines and copiers.
8. Firearms, ammunition, explosives.
9. Expenses for which per diem rate applies. (See City of Forest Park Policy and Procedure for Training and Related Travel)
10. Unauthorized computer equipment including all printers, cell phones/PDA, tablet computers, computer memory, flash drives, external hard drives, or software of any kind that is licensed or requires installation.
11. Unauthorized purchases also include purchases generally considered legitimate that are disallowed or not approved by cardholder's supervisor.
12. Additional item(s) expressly prohibited by other City of Forest Park policy and procedures.

E. Sales Tax Exemption

Purchases made in Georgia are exempt from Georgia Sales Tax. Cardholders should use the State of Georgia Sales and Use Tax Certificate of Exemption as documentation. Purchases made in other states are subject to that state's sales tax. Cardholders are responsible for ensuring that merchants do not charge tax. If taxes are charged, the cardholder must contact the merchant to obtain a credit to the account. Documentation of attempts to obtain credit for any State Sales Tax charged in error must be maintained with the documentation for the transaction where the tax was charged. Taxes cannot be disputed with SunTrust. **EXCEPTION: Purchases in restaurants only are not required to have sales tax removed due to the varying ability of restaurants to exempt sales tax. Cardholders may still attempt to have sales tax removed, however, if unsuccessful, the transaction will not be considered a policy violation.**

F. Making Purchases

Purchases may be made in person, by phone, fax, e-mail, Internet, or mail. If the purchase is made via the Internet, make sure it is a secure site. Look for "https" in the URL and check for the lock or key icon in the Security Status bar in the Address bar (do not enter confidential information if there is no lock or key icon on the Address bar). You should be confident that the site is using your information properly and in a secure manner before providing any information.

When making a purchase by fax, call the merchant and provide the card number over the phone instead of including it on the fax documentation. If the card number is provided over the telephone, the cardholder should be alert to others in the surrounding area that may hear the card information.

When making a purchase or placing an order using the P-card, remember the following:

- Provide the merchant with the Tax ID number and/or Sales and Use Tax Certificate of Exemption;
- Take advantage of any government discounts or price agreements, if applicable;
- Supply your cardholder's name and expiration date of the card;
- Provide delivery instructions;
- Obtain receipts/invoices showing the details and pricing for each item ordered;

- Do not split orders or purchase the same item from several vendors to circumvent the \$2,500.00 no bid limit. (Cost of freight should be included in total purchase amount when considering the No Bid Limit.)

G. Documentation of Transactions

The cardholder is responsible for ensuring that every transaction has valid supporting documentation. The nature of the goods or services received will determine what information the invoice or receipt must contain. However, all invoices should contain basic information about the transaction. These are:

1. Vendor or merchant name
2. Transaction date
3. Line-item information
 - i. Quantity
 - ii. Description
 - iii. Unit Price
 - iv. Line Price (quantity x unit price)
4. Total invoice amount
5. Confirmation of receipt of goods or services
 - i. If the documentation is a cash register receipt, then the cardholder's signature must be on the receipt. The signed charge transaction slip must also be signed and attached to the cash register receipt.
 - ii. If the items were shipped, the receiving employee must sign the packing slip and the invoice if it comes in the shipment and forward this documentation to the cardholder. The cardholder must then forward the signed packing slip, invoice, and all other pertinent documentation to the Department Liaison.

H. Missing Receipt/Invoice

Should a receipt or invoice be lost or unobtainable from vendor, the cardholder must complete a Missing Receipt/Invoice Affidavit and forward to the Department Liaison. Refer to the Progressive Discipline Guidelines found at the end of this policy for consequences of failing to obtain a receipt/invoice.

I. Credits

If a cardholder returns merchandise a credit should be issued to the cardholder's P-card and a credit receipt obtained. **Under no circumstances should a cardholder receive cash or a credit voucher.** The cardholder should contact the vendor first to obtain the credit and ensure the credit is applied. If the vendor refuses to issue a credit to the cardholder's account, the next step would be to file the appropriate form for disputed items. Cardholders should avoid merchants with restrictive merchandise return policies.

J. Disputes

A cardholder should attempt to first resolve a dispute or billing error directly with the vendor. If the vendor agrees to issue a credit, the cardholder must ensure that an appropriate credit for the reported disputed item(s) or billing error appears on the current or subsequent P-Card statement cycle. The cardholder should also complete the required documentation and forward to the Department Liaison.

If the cardholder cannot resolve the dispute with the vendor directly, then the cardholder should contact SunTrust at 1-888-786-8787. A dispute can be filed with SunTrust within 60 days of the transaction date. Cardholders should also complete the Disputed Item form and forward a copy to the Department Liaison.

Examples of transactions that should be disputed include:

- Unauthorized charges
- Differences between the amount authorized and the amount charged
- Duplicate charges
- Failure to receive goods
- Returned goods that were not credited
- Unrecognized charges

K. Fraudulent Charges

When a cardholder determines possible fraudulent charges on their card it must promptly be reported to the Department Liaison who in turn, promptly notifies the Finance Director. The P-card Coordination Team will report the fraudulent incident(s) to SunTrust. The card is cancelled, and a new card and number is issued to the cardholder. A provisional credit is usually applied to the account.

L. Card Security

Cardholders should always treat The City of Forest Park Purchasing Card with at least the same level of care as one does their own personal credit cards. The card should be maintained in a secure location and the card account number should be carefully guarded. The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be lent to another person for any reason. However, a cardholder may use his or her card to make purchases on behalf of the staff of City of Forest Park.

VI. Documentation

A. Program Documentation

At the close of the monthly billing cycle, the monthly statement for all cardholders will be mailed to each director. Statements will progress through a predefined workflow approval process. Throughout the preceding month, cardholders should be forwarding signed vendor invoices/packing slips/cash register receipts/charge transaction slips to the Department Liaison. The Department Liaison will reconcile the submitted documents of assigned cardholders to the monthly statement. The Department Liaison approves the statements to confirm review and reconciliation.

B. Statement Reconciliation

The Finance Team reviews each cardholder's monthly statement and related documents to substantiate the P-card statement charges. Additional reviews will be conducted by the Accounting Division to check for fraudulent charges and items that qualify as prepaid expenditures.

C. Records Retention

The Office of the Secretary of State maintains the official Records Retention Schedule for the State of Georgia. This information is available on their website at www.sos.georgia.gov by searching for Records Retention schedule.

- Documents related to transaction are account records and must be maintained according to the requirement of Accounts Payable Files.
- Documents related to the issuance of cards to employees are accounting records and must be maintained according to the requirements of Credit Card Administration Records.

VII. Program Compliance

A. Internal Controls

An internal control structure is established to ensure compliance with City Ordinance, City Purchasing Manual, City P-card Policy, and internal policy.

Internal controls include:

- Appropriate separation of duties between making transactions (cardholders), review and approval of transactions for payment (approving officials), and payment of monthly billing statement (accounts payable).
- Appropriate hierarchical review and approval of purchases by someone with supervisory authority over the cardholder and/or the authority to question purchases if needed.

B. Internal Audits

I. Monthly Reviews

At the end of each billing cycle and reconciliation process, the P-card Coordination Team will review and log all exceptions and/or offenses. The monthly log will be forwarded to each Department Liaison and Department Head. The Department Liaison will be responsible for working with cardholders to remedy, if possible, the recorded exceptions.

P-card exceptions that result in a violation will also be documented each month. Notification will be sent to the cardholder, Department Liaison, and Department Head. The P-card Coordination Team will be responsible for enforcing the Progressive Discipline Guidelines.

II. On-site Reviews

The Finance Team will make random audits to ensure compliance with the City's Purchasing Card policies and procedures. The review will be based on selected transactions and a periodic visual review of the purchased item if applicable. Upon request, the Department Liaison will assist the P-card Coordination Team with the location of the purchased item.

The P-card Coordination Team may also make recommendations to the cardholder, Department Liaison, and/or Department Head to improve various components of the P-card process. Continuous deficiencies in administering components of the P-card Program may result in disciplinary action up to

revocation of P-card eligibility.

C. Disciplinary Action for Violations

When a serious Purchasing Card exception or violation is discovered, the Finance Team will investigate the surrounding circumstances and provide findings to the Finance Director, Department Head, and Department Liaison. Disciplinary consequences will be based upon the Human Resources and P-card Policies and Procedures. The Finance Director, in coordination with Human Resources, will notify the Department Head and City Administrator of the recommended disciplinary actions.

CREDIT CARD - PROGRESSIVE DISCIPLINE GUIDELINES (Within A Fiscal Year)

(Department Head & Liaison Notified with each Offense)

<i>Offense</i>	<i>1st Offense</i>	<i>2nd Offense</i>	<i>3rd Offense</i>
Missing/Invalid Receipts (includes paying sales tax, no signature on receipt)	Violation Form filed after 2 occurrences	Suspension of card for 1 month after 3 occurrences	Suspension of card for 3 months after 4 occurrences
Splitting purchase willfully	Revocation of card privileges for 6 months	*Termination	
Inappropriate/Unauthorized purchase (including unintentional personal use)	Violation Form filed and reimbursement	Suspension of card privileges for 6 months and reimbursement	Revocation of card privileges
Allowing use of card by another	Suspension of card privileges for 3 months	Revocation of card privileges	
Failure to provide documentation in a timely manner to Department Liaison	Violation Form filed	Suspension of card privileges for 3 months	Revocation of card privileges
Use of card for personal gain or other non-compliant or inappropriate card use	Revocation of card privileges at the discretion of the Director of Finance. *Termination and possible criminal prosecution at the discretion of the Department Head with consultation by the HR Director		

P-Card Glossary

Allocating – The act of entering codes to identify what sector of the organization’s General Ledger (GL) will be charged for a transaction.

Available Credit - The maximum amount that can be spent with the card in the remaining billing cycle.

Billing Cycle – The monthly billing period begins on the 28th day of each month and ends the 27th day of each following month.

Card ID – The last four digits of the card account number.

Card Profile – The settings that control the funding, spending, and reconciliation process for a group of cards. Each card must belong to a single card profile.

Cardholder – A user who is assigned at least one card.

Cardholder Agreement – An agreement signed by the cardholder acknowledging receipt of The City of Forest Park Purchasing Card and agreement to comply with the terms and conditions of the Agreement and the provisions of the P-Card Policy.

Charge Slip – Documentation provided by a vendor that reflects the authorization to charge the P-card. Charge slips are NOT substitutions for Receipts (see definition).

Credit Limit – The maximum spending or ceiling allowed on a card in one billing cycle. **CVV** The

Category Verification Value (four digits) located on the back of a credit card.

Merchant – A vendor that accepts the Mastercard credit card.

Merchant Category Code (MCC) – Merchant Category Code assigned to a merchant by Mastercard which identifies the primary goods or services that are provided by the merchant.

Purchase Date – The date on which the goods or services were purchased.

Reconciliation – The process of reviewing and signing off payable documents. Sometimes this must be accomplished at several levels (i.e., cardholder, manager, and accountant).

Receipt – The purchase documentation provided by a vendor that includes a transaction date, itemized list of purchases, and total purchase amount. Receipts may be generated by a cash register or can include invoices or other types of documentation for online, telephone, or fax purchases. Documentation that reflects the P-card charge with only a total purchase amount is NOT a receipt.

Single Transaction Limit – The maximum amount that can be spent on a single transaction with the card.

Transaction – A charge, credit, correction, or other activity associated with the card.

Vendor – A business with which you have conducted business using a card entered the system. For all practical purposes, this term is synonymous with the term merchant.